

**For Archive Use Only:**

Accession #: _____

Date Sent: _____

DEED OF GIFT**A. Donor information:**

Name: _____

Telephone: _____ E-mail: _____

Address: _____

B. The donor declares the value of each gift to the archive as follows:

Item: _____ Value: _____

Item: _____ Value: _____

Item: _____ Value: _____

Item: _____ Value: _____

C. Agreement (See Terms and Conditions for expanded agreement)

It is understood that the Board of Directors of the 420 Archive have final approval on any donation. Should they for any reason not accept the donation or gift this contract is void and the donation will be returned to the owner immediately.

At this time the 420 Archive does not maintain a museum or gallery for display of its collections. It is understood that objects from the 420 Archive may be displayed on a one-time basis or may be part of a rotating display to other museums, libraries and educational institutions.



When stipulated as a gift it must be clear that, as a gift, if we are not able to use said gift:

1. Objects may be sold for profit for the Archive.
2. The objects may be traded or loaned to another archive, museum or educational institution.
3. The Archive retains the right to dispose of objects that do not meet the acquisition standards.

Signed

Date

Name & Title

D. Description and history of items:



TERMS AND CONDITIONS FOR ARTIFACT DONATIONS

Initials: _____

1. All donations to the 420 Archive will be outright, unconditional, and irrevocable gifts to 420 Archive and will become the complete and total property of the 420 Archive at the time of the Donor's signature on the Deed of Gift.

2. Donations at this time are **NOT** tax deductible. However, the 420 Archive will provide no appraisal of the gift. It is the responsibility of the Donor to obtain this.

3. If the Deed of Gift has not been signed by the Donor after 90 days of notification of its acceptance for the Archive's collections, the artifacts listed on the Deed will become the property of the 420 Archive, according to the terms stated on this document and on the Temporary Artifact Receipt (signed by the Donor), without any liability accruing to the 420 Archive or its agents or employees.

4. Because interests and objectives change and subsequent acquisitions may be in better condition or more useful for the 420 Archive's purposes, no guarantee can be made that the artifacts on the face of this agreement will always remain under ownership of the 420 Archive or in the collection designated herein. If removed from the 420 Archive's collections at any point, these artifacts will not be returned to the original Donor, but will be handled according to the current Collections Management Policy. The 420 Archive is not required to notify the original Donor of an artifact's removal from the collections.

5. The goal of preserving our collections, limited space do not allow the 420 Archive to currently exhibit any artifact.

6. There are two types of collections currently maintained by the 420 Archive:

A. Permanent Collection. 3D artifacts and original documents, photographs, and library materials are accepted for the permanent collection with long-term preservation as the primary focus. These contribute strongly to the 420 Archive's mission and objectives, and have strong documentation and/or provenance. They may be used for exhibition, research, and the documentation of other parts of the collection. Artifacts with this designation are stored in a climate-controlled environment and in areas where light levels are regulated, and handling is restricted.

B. Use/Education/Reference Collection. 3D artifacts, documents, photographs, and library materials may also be accepted and sought for educational use. These artifacts may be used as general reference material for the public, may serve to illustrate talks and demonstrations, or may provide visitors and program participants with "hands on" knowledge (meaning the artifact may be touched). Such artifacts might be used in exhibition situations where the environment and/or security of artifacts might threaten their long term preservation. These artifacts are most often stored with permanent collection artifacts in a climate-controlled environment, but are not restricted to these areas.

7. The Donor freely consents and grants the 420 Archive, its assignees, licensees, and successors, the right to record his/her name, contact information, and documentary information and images relating to donated artifacts. The Donor also consents and grants the aforementioned parties the right to use, adapt, publish, print, broadcast, transmit, and distribute worldwide, in whole or in part, in any and all languages, in any and all media and formats now known or hereinafter devised, and the right to sublicense the publication, exhibition, broadcast, transmission, distribution, and translation rights now and in the future, with the exception of private contact information.

The Donor's signature also constitutes free consent and permission to use his/her name and biography, and information and images relating to donated artifacts, including but not limited to use on the 420 Archive's internet web site, exhibitions, promotional brochures, broadcasts, and transmissions. He/She expressly releases the 420 Archive from any and all claims arising out of the use of his/her name and biography, and documentary information and images relating to donated artifacts including but not limited to claims of invasion of privacy, defamation, and infringement of the right of publicity.